

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement

Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant FTI Consulting LLP 200 Aldersgate, Aldersgate Street London, EC1A 4HD, United Kingdom	2. Registration No. 0569
3. Name of Foreign Principal Abu Dhabi Investment Authority (ADIA)	4. Principal Address of Foreign Principal 211 Corniche, PO Box 3600 Abu Dhabi, United Arab Emirates

5. Indicate whether your foreign principal is one of the following:

Government of a foreign country¹

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input checked="" type="checkbox"/> Other (specify) Sovereign wealth fund

Individual-State nationality

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant deals

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Invests resources on behalf of the Government of the Emirate of Abu Dhabi

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes No

Owned by a foreign government, foreign political party, or other foreign principal

Yes No

Directed by a foreign government, foreign political party, or other foreign principal

Yes No

Controlled by a foreign government, foreign political party, or other foreign principal

Yes No

Financed by a foreign government, foreign political party, or other foreign principal

Yes No

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes No

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

The Abu Dhabi Investment Authority is owned, controlled, and funded by the Government of the Emirate of Abu Dhabi

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
July 09, 2018	Andrew Walton, Partner	/s/ Andrew Walton

eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

FTI Consulting LLP

2. Registration No.

0569

3. Name of Foreign Principal

Abu Dhabi Investment Authority (ADIA)

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

FTI Consulting LLP will provide public affairs strategy and client counsel to the Abu Dhabi Investment Authority pursuant to the attached agreement

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Public affairs strategy and client counsel related to promoting foreign principal's interests within the United States

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See response to Line 8

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
July 09, 2018	Andrew Walton, Partner	/s/ Andrew Walton eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Effective Date: 14th February 2018
ADIA Ref No.: HR/CONT/KG/0569/1

MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") is made and entered into on this date of 14th February 2018 ("**Effective Date**"), and is between:

ABU DHABI INVESTMENT AUTHORITY (ADIA), a public institution established under the laws of the Emirate of Abu Dhabi, United Arab Emirates, with its head office located at 211 Corniche Street, PO Box 3600, Abu Dhabi, United Arab Emirates, hereinafter referred to as "**ADIA**".

AND:

FTI Consulting LLP, a limited liability partnership duly registered and organized under the laws of England and Wales with its registered office located at 200 Aldersgate, Aldersgate Street, London EC1A 4HD, United Kingdom, hereinafter referred to as "**Contractor**".

ADIA and the Contractor are hereinafter referred to collectively as "**Parties**" and individually as "**Party**".

1. SERVICES

1.1 Services. During the Term, as defined in the clause 2.1 below, and subject to the terms and conditions of this Agreement, the Contractor may be engaged by ADIA from time to time to provide strategic communications services, which shall be specified and set out in a SOW, which include, but not limited to, services performed, workmanship and material furnished or utilized in the performance of services and any and all deliverables related to the services provided ("**Services**"). The Services include services which are not specifically described or included in this Agreement or a SOW but which, now or in the future, connected with or are necessary to properly provide or perform the Services (including as a necessary, required, inherent or incidental part of the Services) and deliverables (including, without limitation, reports, studies, conclusions, recommendations, analyses and other materials) developed, generated or produced by the Contractor for ADIA which shall be specified and detailed in a SOW.

1.2 SOW. This Agreement contemplates individual agreements regarding the provision of the Services to be agreed and established during the Term in accordance with the terms and conditions of this Agreement ("**Statement of Work**" or "**SOW**"). No Services shall be provided prior to having a mutually signed SOW. A SOW shall set the details of the agreed scope of the Services, the agreed fees arrangement, the delivery timeframe and any other relevant provisions. To be validly executed and binding, each SOW must be signed by authorized signatories of both Parties. ADIA shall not be obliged to place orders for the Services nor for any minimum volumes of the Services under this Agreement. The Contractor acknowledges that it will not be the exclusive provider to ADIA of the Services and further acknowledges that ADIA may procure the Services from other contractors at its sole discretion.

1.3 The Agreements. Any and all references of "**the Agreements**" herein shall include this Agreement as well as duly executed SOW(s). To the extent there is a conflict or inconsistency between the terms of this Agreement and a SOW, the terms of the SOW shall prevail and govern.

1.4 Exclusion. Any and all Services provided pursuant to SOW(s) shall be governed by the terms and conditions of the Agreements to the entire exclusion of any and all other terms or conditions, unless agreed in writing by both Parties. No terms or conditions delivered with the Services and/or on the Contractor's website(s) or in any proposal documentation shall form part of the Agreements and the Contractor waives any right which it otherwise might have to rely on such terms and conditions.

1.5 Change of Scope of Services

1.5.1 If, for any reason, ADIA desires that the Services provided pursuant to SOW(s) should be modified and/or added, ADIA will provide a written description of the modification(s) and/or addition(s), to the Contractor. The Contractor will, within five (5) U.A. E. business days, provide to ADIA a draft modification and/or additional services addendum to the applicable SOW which properly describes the modified or additional services and the associated fees or costs, if any. Upon written acceptance by ADIA of such modification(s) and/or addition(s), a

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separate amendment agreement shall be executed by both Parties to incorporate all modified and/or added services, regardless whether such modification(s) and/or addition(s) may result in an increase or decrease in the fees paid under an applicable SOW. Upon execution by both Parties of such amendment agreement, the modified and/or additional services shall be included as the Services under the applicable SOW and any associated costs and fees, if any, will become payable in accordance with the terms of the amendment agreement.

1.5.2 If, for any reason and upon the execution of a SOW between both Parties, ADIA desires that certain Services provided pursuant to that SOW and which are not provided yet by the Contractor are required to be eliminated from the scope, ADIA will identify and provide a written description of the eliminated services and/or deliverables to the Contractor and a separate amendment agreement shall be executed by both Parties. The total fees will be reduced to commensurate with the Services that required to be eliminated from the scope, as per the payment structure set out under the applicable SOW.

2. TERM

This Agreement shall commence on the Effective Date and shall continue in force for a period of five (5) years, unless terminated in accordance with the terms of this Agreement ("Term").

3. FEES, INVOICES AND TERMS OF PAYMENT

3.1 Fees.

3.1.1 The fees for the Services will be set out in the relevant SOW.

3.1.2 Unless otherwise stated in the relevant SOW and in any event subject to the clauses 3.1.3 and 3.1.4 below, the fees shall be fixed and fully inclusive of any and all expenses, taxes and costs incurred by the Contractor for the provision of the Services, which include, but not limited to, all applicable taxes, levies or surcharges imposed and payable now, or which may be imposed at any time hereafter.

3.1.3 The fees shall exclude any applicable VAT and ADIA will pay an amount equal to such VAT following receipt of a valid VAT invoice. For the purposes of this clause 3.1.3, "VAT" means value added tax or any equivalent tax properly chargeable in the U.A.E. or elsewhere.

3.1.4 The fees are not subject to alteration, unless there is a change requested by ADIA in the scope, size, complexity or duration of the Services. Any fees alteration is subject to ADIA's prior written approval.

3.1.5 The currency of the fees shall be in UAE dirham (AED), unless determined otherwise in the relevant SOW.

3.1.6 The Contractor represents to ADIA that the fees are at least as favourable as those charged to other customers of the Contractor for services similar to the Services.

3.2 Invoices.

3.2.1 The Contractor shall submit invoices to ADIA in accordance with the applicable SOW.

3.2.2 Upon receipt of an invoice(s), ADIA shall review it and should the payment requirements be deemed in accordance with the scope of the Services and the terms and conditions of this Agreement and the relevant SOW, ADIA shall approve such invoice and proceed with the payment in accordance with clause 3.3 below.

3.2.3 In the event of any discrepancy or disagreement on the calculation of an invoice, ADIA will pay undisputed amount of the invoice and shall retain any disputed element of the invoice until the issue is resolved to the reasonable satisfaction of ADIA. It is specifically understood

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and agreed by the Contractor that it shall not be considered a breach of the Agreements for ADIA to withhold payments of invoice(s) which are the subject of a dispute and that the Contractor shall not be permitted to suspend the provision of the Services. Where ADIA disputes any part of an invoice it shall notify Contractor promptly after receiving said invoice and the parties shall use all reasonable endeavours to settle such dispute as soon as reasonable practicable.

3.3 Payment. Subject to clauses 3.2 and 9.2.3,

- 3.3.1 in consideration for the provision of the Services in accordance with the Agreements, ADIA will pay the Contractor the fees in accordance with the terms prescribed herein and in the manner specified in the relevant SOW.
- 3.3.2 unless otherwise stated in the relevant SOW, the fees shall be payable after the successful provision and/or completion of the Services and receipt of all relevant invoices accompanied by supporting documents which have been verified and signed off by ADIA.
- 3.3.3 unless otherwise stated in the relevant SOW and in consideration for the provision of the Services in accordance with the Agreements, payment shall be made to the Contractor within thirty (30) days of receipt of that invoice thereof by bank transfer to the bank account which shall be notified by the Contractor to ADIA separately in writing.
- 3.3.4 ADIA shall be entitled to deduct from the invoiced charges: (1) the fees for such proportion of the Services that are: (i) not delivered by the due date (Clause 3.3.4.(1) shall not apply if the delay or the failure to deliver was due to (a) an event beyond the Contractor's reasonable control or (b) solely as a result of any non-performance by ADIA); (ii) found defective and/or rejected by ADIA due to being non-compliant with the terms of the Agreements, or agreed specifications; (2) any costs or expenses incurred by ADIA as a consequence of the Contractor's failure to deliver the Services in accordance with the Agreements; (3) any amount which is disputed by ADIA, pending resolution of such dispute; and (4) any sums owing by the Contractor to ADIA under any SOW.

4. CONTRACTOR'S OBLIGATIONS

- 4.1 **Standard of Services.** The Contractor shall be responsible for the overall management of the Services provided under the Agreements in accordance with the time frames and resources specified therein and shall strictly adhere to the provisions of the Agreements and provide Services in accordance with the reasonable standards of skill, care, due diligence and judgment adhered to by a professional contractor providing a service of a similar nature and in accordance with good industry practices and standards and any applicable laws and regulations, in a good and workmanlike manner so as not to lead to any negligence or misconduct or default.
- 4.2 **Compliance.** The Contractor shall obtain and maintain, at its own cost and at all times during the Term of the Agreements, all licenses, authorizations, certifications and consents as necessary and required to enable the Contractor and its personnel to provide the Services in compliance with any and all applicable relevant laws and regulations.
- 4.3 **ADIA's Reputation.** The Contractor shall ensure that the manner in which it performs the Services does not adversely affect the name, trading image, reputation or business of ADIA.
- 4.4 **Prompt Response.** The Contractor shall respond promptly, accurately and adequately to any requests made by ADIA in relation to the Agreements and the Services.
- 4.5 **Compliance with ADIA's Rules and Policies.** Where applicable, the Contractor and the Contractor's personnel, which includes, but not limited to, its employees, contractors and/or agents ("**Contractor's Personnel**") shall comply with all ADIA's issued and notified relevant rules and policies which have been provided to the Contractor, including, but not limited to, those relating to health, safety and security.

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4.6 Anti-bribery. The Contractor shall:

- 4.6.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption ("**Relevant Requirements**");
- 4.6.2 have and shall maintain in place throughout the term of the Agreements its own policies and procedures, including adequate procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
- 4.6.3 be responsible for the observance and performance by such persons of the Relevant Requirements, and shall be directly liable to ADIA for any breach by such persons of any of the Relevant Requirements;
- 4.6.4 not directly or indirectly make an offer, payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision of any person related to ADIA or induce such a person to use their influence to affect ADIA or to make a decision in order to assist the Contractor, or any Affiliate thereof, in obtaining, retaining or directing any such business from ADIA; and
- 4.6.5 upon written request, certify to ADIA in writing signed by an authorized representative of the Contractor, compliance with this clause 4.6 by the Contractor and all persons associated with the Contractor. The Contractor shall provide such supporting evidence of compliance as ADIA may reasonably request.

4.7 Changes in Law. The Contractor shall promptly notify ADIA of any changes that are required to any of the Services as a result of any alteration, after the Effective Date, in any applicable law and will implement such required changes (at no charge to ADIA) at least thirty (30) days before the due date for the implementation of such legal or regulatory changes, provided that where the implementation of such changes results in a reduction in the scope, or the benefit to ADIA, of the Services, ADIA may propose an amendment to the fees to reflect such reduction and the Contractor will not unreasonably withhold or delay its agreement to such amendment. If the implementation of such changes imposes stricter obligations and requirements on the Contractor which were not originally contemplated during discussions around the fees due under the relevant SOW, the Contractor may propose a reasonable increase in the fees to reflect such additional requirements.

4.8 Reports and Updates. As requested by ADIA or as set out in a SOW, the Contractor shall provide ADIA with a progress report and information regarding the Services, including, but not limited to, the Contractor's progress, project status, cost data, progress of any exceptional items and other matters pertaining to the Services. Such reports and information shall be provided to ADIA at no additional charge. The Contractor shall notify ADIA of any problems related to the provision of the Services including all problems which might affect the cost or time for completion of the Services and provide a suggested solution to mitigate or eliminate any impact caused by such problem(s).

4.9 Records. The Contractor shall maintain complete and accurate records of the time spent and materials used by the Contractor in providing the Services in such form as ADIA shall reasonably approve. The Contractor shall allow ADIA to inspect such financial and accounting books and records upon reasonably advanced prior written request. ADIA's right to review and audit such records under this clause 4.9 shall be limited to not more than once per annum (except where required by a legal or regulatory authority having jurisdiction over ADIA).

4.10 Contract Manager. The Contractor shall appoint and maintain a suitably qualified and experienced person as a contract manager who shall serve as the primary point of contact with ADIA concerning all matters relating any and all SOW(s) and shall communicate relevant decisions on behalf of the Contractor to ADIA.

4.11 Co-operation. The Contractor shall co-operate with ADIA in relation to the provision of the Services, and in particular:

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- 4.11.1 comply with all reasonable requests, instructions and directions (consistent with the terms of the Agreements) issued by or on behalf of ADIA;
 - 4.11.2 on prior written request, provide ADIA with any additional information and data relevant to the performance by the Contractor of its obligations under the Agreements which falls outside the scope of clause 4.8 and 4.9; and
 - 4.11.3 respond promptly, accurately and adequately to all reasonable requests made by ADIA in relation to the Services.
- 4.12 Personnel.** The Contractor shall:
- 4.12.1 use and provide ADIA with Contractor's Personnel who are adequately and suitably qualified and skilled at a level appropriate to provide the Services;
 - 4.12.2 use all commercially reasonable efforts to ensure the continuity of Contractor's Personnel;
 - 4.12.3 ensure that the Contractor's Personnel maintain standards of conduct, efficiency and punctuality to ADIA's reasonable satisfaction and comply with all reasonable requests and directions issued to Contractor by or on behalf of ADIA; and
 - 4.12.4 undertake a background check on each of the Contractor's Personnel prior to any involvement in the Services and that each of its Personnel has not been convicted of any crime or offence of dishonesty.
- 4.13 Legal Status of Personnel.** The Contractor shall be responsible for ensuring that all of the Contractor's Personnel engaged in the performance of the Agreements have the appropriate visa that allows them to work on-site at ADIA in accordance with the UAE immigration and labour laws as well and/or other relevant laws as that are required to enable such personnel to perform their allocated tasks under the Agreements, without any delay to the mobilization requirements of such personnel or the timeframes set out in the Agreements.
- 4.14 Sub-contracting.** The Contractor shall not sub-contract any of its obligations in relation to the performance of the Services under the Agreements to any third party unless prior written authorization is obtained from ADIA. The Contractor will not be permitted to use sub-contractors who are located in a free zone area without the prior written consent of ADIA (which shall not be unreasonably withheld or delayed). For the avoidance of doubt, no sub-contracting shall in any way relieve the Contractor from its obligations set out in the Agreements and the Contractor shall be ultimately liable to ADIA for any sub-contractors performance thereunder, including but not limited to all negligence, acts, and/or omissions of that sub-contractor, as if no sub-contract has taken place. With a request for approval, the Contractor must give ADIA written particulars of the work to be sub-contracted and the name and address of the proposed sub-contractor, in addition to other information which ADIA may reasonably request.

5. ADIA'S PREMISES

Subject to the provisions of the Agreements, ADIA shall procure for the Contractor's Personnel reasonable access at reasonable times and on reasonable notice to ADIA premises to the extent reasonably necessary to enable the Contractor to perform the Services required under and in accordance with the Agreements. ADIA may refuse access to, or remove from, any ADIA premises any of the Contractor's Personnel if ADIA is of the reasonable opinion that such persons are unsuitable to be on ADIA premises, are not performing the Services in accordance with the Agreements or who have otherwise not met the applicable requirements in the Agreements. If a member of the Contractor's Personnel is removed or replaced at the request of ADIA, this shall not excuse the Contractor from performing any of its obligations under the Agreements. The Contractor shall, if requested, promptly provide a suitable replacement and otherwise ensure that there is no disruption or adverse effect to the provision of the Services.

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6. STANDARD OF LIABILITY AND LIMITATION OF LIABILITY

- 6.1 Assumption of Liability.** The Contractor assumes full responsibility for any act, negligence, misconduct, breach and/or omission of its personnel, which includes, but not limited to, employees, contractors, agents and/or representatives, engaged in the performance of the Services.
- 6.2 Loss or Damages to ADIA.** The Contractor shall be liable for any loss or damage caused to ADIA, its equipment, property and/or for injury to or death of any of ADIA's employee(s) or for fraud; if such loss or damage is due to the Contractor's breach of the Agreements, its negligence, omission, wilful misconduct or misrepresentation in connection with the performance of its obligations under the Agreements, or that of its employees or representatives.
- 6.3 Scope of Liability.** Neither Party shall be liable to the other Party in connection with the exercise of its rights nor the performance of its obligations under the Agreement for any indirect or consequential loss whether arising from negligence, breach of contract or howsoever.
- 6.4 Limitation of Liability.** Except with respect to the Contractor's obligations in connection with the indemnities provided under clause 11.1 (ii), (iii) and (v) and a breach of its confidentiality obligations under clause 12 of this Agreement where the Contractor's liability will be unlimited; the Contractor's liability for damages owed to ADIA shall not exceed two times the aggregate fee amounts paid by ADIA to the Contractor under the SOW(s) to which such liability primarily relates. Nothing in the foregoing shall limit or restrict the Contractor's liability for (i) death or personal injury caused by the Contractor's negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any matter for which liability cannot be excluded or restricted as a matter of law. The Contractor's total liability in respect of any and all third party actions, proceedings, costs, suits, claims liabilities, fines, penalties, damages, judgments and/or demands of any kind whatsoever brought or made against the ADIA Indemnitees (as defined in Clause 11.1 below) and against any direct loss or reasonable expenses suffered by the ADIA Indemnitees, of any kind whatsoever, including reasonable attorneys' fees and costs arising pursuant to the indemnities provided under clauses 11.1 (i), (iv) and (vi) shall be limited to twenty million U.S. Dollars (USD 20,000,000) in the aggregate. In no event, shall ADIA's liability for damages owed to the Contractor exceed one hundred thousand U.S. Dollars (USD 100,000.00).

7. CONTRACTOR'S WARRANTIES AND REPRESENTATIONS

- 7.1 Authority.** The Contractor represents and warrants that it has all requisite corporate power and authority to enter into the Agreements and is competent to provide the Services in accordance with the terms and conditions of the Agreements.
- 7.2 Contractor's Obligations under the Agreements.** The Contractor represents and warrants that it shall comply with any and all obligations under the Agreements as applicable to it.
- 7.3 Warranty of Professionalism.** The Contractor represents and warrants to ADIA that:
 - 7.3.1** the Services shall be performed in a professional and workmanlike manner in accordance with the requirements of this Agreement and the requirements and agreed time schedules of any applicable SOW in all material respects, and in accordance with those industry standards that are commonly observed in the industry in which it operates for similar services and shall devote adequate resources to meet its obligations under the Agreements; and
 - 7.3.2** the Contract shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner.

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7.4 Warranty of Conformity to Specifications and Other Warranties.

7.4.1 The Contractor represents and warrants that the Services shall conform in all material respects to the specifications for such services / deliverables agreed in writing by the Parties in any applicable SOW.

7.4.2 The Contractor represents and warrants that the Services shall:

- (a) be free and clear of defects in design, material and workmanship, all lines, claims, encumbrances and other restrictions and conform to the requirements of the Agreements;
- (b) not contain any hazardous substance or materials without ADIA's written consent;
- (c) conform to the quality and quantity requirements set forth by ADIA; and
- (d) be of satisfactory quality and fit for the purpose set out in the SOW or otherwise made known by ADIA and be suited for ADIA's intended use.

7.5 Addition to Statutory Conditions. ADIA's rights under this clause 7 are in addition to the statutory conditions implied in favour of ADIA by any governing laws.

7.6 Remedy for Breach of Warranty. Without prejudice to any right or remedy available to ADIA under the applicable law(s) or under the terms of the Agreements in the event of the Contractor's breach of the foregoing warranty, ADIA's remedy shall be as follows:

7.6.1 The Contractor shall use all commercially reasonable efforts to cure such breach; provided, that if the Contractor cannot cure such breach within a reasonable time, but no more than fifteen (15) U.A.E. business days after ADIA's notice of such breach; ADIA may, at its option,

- (a) undertake any and all necessary corrective work and the Contractor agrees to reimburse ADIA for any reasonable losses, costs and expenses incurred by ADIA as a result of undertaking the corrective work, or arranging for such corrective work to be undertaken, due to the Contractor's breach of warranties hereof; or
- (b) terminate the Agreements by serving written notice of termination in accordance with clause 14. ADIA also reserves the right to suspend payment for the Services concerned until such non-compliance has been rectified or eliminated.

7.6.2 In the event the Agreements is terminated in accordance with this clause 7.6, the Contractor shall within thirty (30) calendar days after the effective date of termination, refund to ADIA any fees paid by ADIA as of the date of termination for such Services less a deduction equal to the fees for the receipt or use of such Services, which have been performed in accordance with the Agreements, up to and including the date of termination on a pro-rated basis.

7.6.3 The Contractor shall provide same warranties under the clauses 7.1 through 7.6 for any corrective work done by the Contractor.

8. INFORMATION AND ASSISTANCE

ADIA will provide the Contractor with all necessary information to enable the Contractor to provide the agreed Services set out in each SOW. ADIA warrants that such information is true, complete and accurate and does not infringe the rights (including without limitation, the intellectual property rights) of any third party. ADIA hereby acknowledges that the Contractor shall rely upon the accuracy of all information provided by ADIA to the Contractor. The Contractor shall reconfirm its understanding of all material information given to it by ADIA in writing to ADIA prior to its use in carrying out the Services outlined within the relevant SOW. ADIA shall indemnify and hold harmless the Contractor

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from and against any demands, claims, damages or liability suffered or incurred by the Contractor as a result of any third party claims brought against the Contractor relating to or arising out of any breach by ADIA of this clause 8.

9. REVIEW AND ACCEPTANCE

9.1 Review by the Contractor. The Contractor shall provide and maintain a review system acceptable to ADIA covering the material, work, Services in accordance with the Agreements. Complete records of all review performed by the Contractor shall be maintained and made available to ADIA during contract performance and for additional five (5) years post the Term.

9.2 Review by ADIA and Remedy.

9.2.1 ADIA has the right to upon prior written notice, review the Services provided pursuant to SOW(s), to the extent practicable at all reasonable times during the Term.

9.2.2 ADIA reserves the right to perform reviews in a manner that will not unduly delay the Contractor's performance of the Services. If ADIA performs reviews on ADIA's premises, the Contractor shall furnish, and shall use all reasonable endeavours to require any subcontractor, if applicable, to furnish all reasonable assistance for the safe and convenient performance of these duties.

9.2.3 Following the delivery of the Services, ADIA may review it and confirm in writing whether in its reasonable opinion the delivered Services meet its requirements as per the scope of Services set out in the SOW and the terms and conditions of the Agreements or notify the Contractor of any failure or breach in order to meet and rectify the same. In relation to the review and notice, it is explicitly agreed by the Parties that:

- (a) ADIA shall not be responsible for latent defects, fraud, gross mistakes amounting to fraud. The Contractor shall be fully responsible for such matters, ;
- (b) Inspection, review and/or test by ADIA does not relieve the Contractor from responsibility for defects or other failures to meet the contract requirements;
- (c) failure to give such notice will not be deemed acceptance from ADIA of the delivered Services;
- (d) the Contractor shall rectify any failure or breach notified by ADIA without any cost to ADIA and within a reasonable time frame accepted by ADIA. When ADIA reasonably believes that the failure or breach is rectified to ADIA's reasonable satisfaction, it will notify its acceptance in writing to the Contractor; and
- (e) if the Contractor fails to proceed with reasonable promptness to perform required replacement or correction of the Services, it shall be deemed as breach of warranty, then clause 7.6 shall apply.

9.3 Additional Remedies. Whether ADIA perform an inspection and/or review or not, ADIA, at any time, shall have the right to require the Contractor to remedy, without cost to ADIA, any failure by the Contractor to comply with the requirements of the Agreements, if the failure is due to:

9.3.1 fraud, lack of good faith, or wilful misconduct on the part of the Contractor or its managerial personnel; or

9.3.2 ADIA's reasonable belief that one or more of the employees selected or retained by the Contractor is careless or unqualified.

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10. INTELLECTUAL PROPERTY RIGHTS ("IPR")

10.1 Contractor's Background IPR. All background/ pre-existing intellectual property owned by the Contractor in relation to the delivered Services materials, which were pre-existing or developed or acquired by the Contractor independent of the business relationship with ADIA or outside the scope of the Services or for use in its business or provision of services generally, which do not relate to ADIA or the Services ("**Contractor's Background IPR**"), remains the property of the Contractor.

10.2 Grant of Rights. To the extent that any Contractor's Background IPR is incorporated into any work product, the Contractor grants ADIA a royalty-free, irrevocable, unlimited, worldwide, nonexclusive and perpetual license to use the Contractor's Background IPR solely for the purpose of using such work product for its business operations.

10.3 Warranty of Non-Infringement of Intellectual Property Right. Subject always to Clause 8, the Contractor represents and warrants to ADIA that the performance of the Services by the Contractor shall not violate any proprietary rights of third parties, including, without limitation, patents, copyrights, trademarks or trade secrets, and that the Contractor's rendering of the Services to ADIA under the Agreements will not violate any applicable law, rule, regulation or judicial order, or violate any contractual obligations or confidential relationships which the Contractor may have to or with any third party. The Contractor shall use all reasonable efforts to modify or replace the infringing item or service with a non-infringing substitute provided that there is no additional cost to ADIA and no adverse effect to the Services.

10.4 ADIA's IPR.

10.4.1 Any and all materials, Services and work product containing any information, process, intellectual property or other data or object proprietary to or confidential to ADIA shall be the sole property of ADIA and all deliverables generated for ADIA as part of the Services and all tangible and intangible property, work products, packages, application, inventions and discoveries which are conceived, developed or created by the Contractor for ADIA in connection with the performance of the Services provided pursuant to SOW(s), including, without limitation, all technical notes, designs, artwork, literature, methods, processes and photographs but specifically excluding Contractor Background IPR ("**Created Works**"), shall be the sole property of ADIA.

10.4.2 ADIA grants to the Contractor a non-exclusive, non-transferable, royalty-free, personal license to use the Created Works during the term of the applicable SOW for the sole purpose of providing the Services to ADIA in accordance with the applicable SOW and this Agreement. This license shall not extend to exploiting the Created Works commercially without ADIA's prior written consent (which it may withhold in its discretion). The Contractor may not sub-license the Created Works to any third party (including sub-contractor(s) or use it for the benefit of its other customers without ADIA's prior written consent (which it may withhold in its discretion).

10.5 Contractor Obligations.

10.5.1 The Contractor:

- (a) undertakes, at ADIA's written request and at the Contractor's own expense, to promptly do, and procure from the Contractor's Personnel, all such acts and execute all deeds and other documents which may reasonably be required to confirm and perfect ADIA's ownership of the intellectual property rights assigned under the clause 10.4, whether in connection with registration, title or otherwise;
- (b) irrevocably and unconditionally waives any and all moral rights relating to the Created Works granted under any laws together with any other rights which the Contractor or



the Contractor's Personnel may enjoy under any moral rights legislation existing in the future in any part of the world to the extent permitted by any such legislation;

- (c) shall ensure that the assignment of rights by the Contractor and/or the Contractor's Personnel under the clause 10.4 shall be with full title guarantee, free from all encumbrances and shall include the right of ADIA to take action against the Contractor, Contractor's Personnel and any relevant owner of rights in the Created Works for any past, present and future damages and other remedies in respect of any infringement; and
- (d) shall ensure that if it acquires, by operation of the law, title to intellectual property that is inconsistent with the allocation of title set out in the clause 10.4.1 it shall, upon written request, and at its own expense assign the rights it has acquired to ADIA and shall promptly do all such acts and execute all deeds and other documents which may reasonably be required to confirm and perfect ADIA's ownership of the relevant rights allocated under the clause 10.4.1, whether in connection with registration, title or otherwise.

11. INDEMNITY BY THE CONTRACTOR

11.1 Indemnification. To the fullest extent permitted by law, the Contractor shall defend, indemnify and/or hold ADIA, its affiliates and its subsidiaries, and all their respective directors, officers, employees and/or agents (all together "ADIA Indemnitees") harmless from and against any and all third party actions, proceedings, costs, suits, claims, liabilities, fines, penalties, damages, judgments and/or demands of any kind whatsoever brought or made against the ADIA Indemnitees and against any direct loss or reasonable expenses suffered by the ADIA Indemnitees, of any kind whatsoever, including reasonable attorneys' fees and costs, that arise or are alleged to have arisen as a result of, arising out of or in connection with: (i) any breach of the Agreements by the Contractor or the Contractor's Personnel; (ii) a third party claim made against the ADIA Indemnitees claiming any infringement by virtue of the receipt, use or storage of the Services, any part of the Services of a copyright, patent, trademark, trade secret or any other intellectual property rights or right to privacy, right to publicity or other proprietary right of any third party except where such infringement arises out of ADIA's misuse of the Services, or as a result of any infringing information or materials provided by ADIA to the Contractor for use in the Services in breach of clause 8; (iii) bodily injury, including death, or damage to real or tangible personal property as a result of the Contractor's performance of the Services; (iv) Contractor's violation of any applicable law, rule, regulation or judicial order; (v) Contractor's breach of confidential obligation under the Confidentiality Agreement, as defined below, and/or under the Agreements; and/or (vi) any act or omission of the Contractor and/or the Contractor's Personnel, including, but not limited to, any negligence, intentional acts or omissions, unlawful conduct, wilful misconduct or bad faith arising as a consequence of the performance or non-performance of the Services.

11.2 Indemnification Procedure for Third Party Claims. Upon becoming aware of any third party claims, which is subject to the clause 11.1 ("Claim"), ADIA will give notice of a Claim to the Contractor, accompanied by a copy of any written documentation regarding the Claim received by ADIA. The Contractor shall, at its option have the right to, settle or defend, at its own expense and with its own counsel, the Claim. The Contractor shall not enter into any settlement that imposes any liability or obligation on ADIA without ADIA's prior written consent (which shall not be unreasonably withheld or delayed). The Parties will cooperate in the settlement or defense and give each other necessary access to all relevant information. If the Contractor declines to take conduct of the defence or settlement of the Claim, ADIA shall have the option to defend or settle such Claim, in such circumstances the Contractor shall reimburse ADIA for all reasonable costs and expenses incurred by ADIA in defending or settling the Claim, if any.

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12. CONFIDENTIALITY AND NO PUBLICITY

12.1 Confidentiality. The Contractor, including its agents, employees, advisors, affiliates, representatives and sub-contractors, shall keep strictly confidential any information they know or receive concerning ADIA as per the confidentiality agreement dated 21st September 2017 (Ref: HR/PROC/KG/0351/17) ("**Confidentiality Agreement**"). The Contractor shall not use any information they know or receive about ADIA for any other purpose except to the extent that it is necessary to provide the Services. In the event a sub-contractor employed by the Contractor delivers any part of the Services, then the Contractor shall require such sub-contractor to execute a confidentiality agreement, which obligates the sub-contractor to keep ADIA's confidential information in strict confidence. The Contractor shall be jointly and severally liable for any unauthorized use of the confidential information or any type of violation of the Confidential Agreement or the Agreements committed by its sub-contractor(s).

12.2 No Publicity. The Contractor, including its affiliates, sub-contractors and/or agents, shall not, without the prior written consent of ADIA, advertise or publicly announce it is providing, or has provided, the Services to ADIA, or otherwise use any trade name, trademark, service mark or other information which identifies ADIA in the Contractor's (including its affiliates, sub-contractors and/or agents) marketing and publicity activities.

13. INSURANCE

At its own cost, the Contractor shall maintain with a reputable insurance company appropriate insurance policies covering all risks which may be incurred arising out of its negligence, third-party infringement claims, acts and/or omissions in connection with the Agreements, which includes but not limited to general liability insurance, employer's liability insurance, third party liability insurance and professional indemnity insurance. On ADIA's request, the Contractor shall furnish ADIA with certificate of such insurance with the requirements set forth in this clause.

14. TERMINATION

14.1 Termination for Convenience. Without prejudice to any right or remedy either Party may have against the other Party for breach or non-performance of the Agreements, this Agreement and any SOW may be terminated by a Party for convenience at any time and without any penalty, obligation or liability to the other Party upon providing a thirty (30) calendar days' prior written notice to the other Party. If this Agreement is terminated as a whole, all SOW's then in existence or pending shall automatically terminate on the effective date of termination of this Agreement.

14.2 Termination for Breach. This Agreement or any SOW may be terminated by either Party with immediate effect upon giving written notice to the other Party, without prior recourse to any judicial or other authority, if the other Party commits a breach or delay or incapability or repudiation of its obligations under the Agreements and such conditions is not remedied within ten (10) U.A.E business days after written notice thereof.

14.3 Termination for Financial Instability. This Agreement or any SOW may be terminated by a Party with immediate effect upon giving written notice to the other Party, without prior recourse to any judicial or other authority, upon the occurrence of any of the following events:

14.3.1 the other Party becomes bankrupt, insolvent, or has its business placed in the hand of a receiver, assignee or trustee, whether by voluntary act or otherwise;

14.3.2 the other Party makes any composition or enters into an arrangement with his creditors;

14.3.3 an order is made or a resolution is passed for the winding up of the other Party, or an order is made for the appointment of an administrator to manage the affairs, business and property of the other Party, or such an administrator is appointed, or documents are filed with the court for the appointment of an administrator, or notice of intention to appoint an administrator is given by the other Party or its directors or by a qualifying charge holder, or a receiver is

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appointed of any of the other Party's 's assets or undertaking, or circumstances arise which entitle the court or a creditor to appoint a receiver or manager or which entitle the court to make a winding-up order, or the other Party takes or suffers any similar or analogous action in consequence of the debt;

14.3.4 the other Party ceases, or threatens to cease, to carry on business; or

14.3.5 in the case of ADIA only, where there is a risk or a genuine belief that reputational damage to ADIA will occur as a result of the Agreements continuing.

14.4 Post Termination Obligations. In case of termination and/or expiry (together as "Termination") of this Agreement or any SOW for whatever reason:

14.4.1 both Parties' accrued rights, liabilities or obligations at the date of Termination shall not be affected;

14.4.2 the Contractor will be entitled for any undisputed payment amount solely to the extent of the Services that are actually provided or supplied up to the date of Termination. For the avoidance of doubt and to further clarify, the Contractor shall refund any fees paid by ADIA for the Services that are not provided for and to ADIA in accordance with the Agreements as of the date of Termination;

14.4.3 the Contractor is not entitled to any other payment, including any amount for loss of profit, loss of opportunity and/or any and all incidental, consequential and/or punitive damages; and

14.4.4 upon Termination of this Agreement, the Contractor shall deliver to ADIA any and all materials and information made available by ADIA to the Contractor and copies of any and all such documents and materials that the Contractor has developed for ADIA in the performance of the Services up to the Termination date.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 Governing Law. The Agreements executed herewith shall be interpreted and governed by the laws of the Emirate of Abu Dhabi and the Federal laws of the United Arab Emirates.

15.2 Negotiation & Settlement before Arbitration. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within ten (10) U.A.E business days after delivery of the disputing Party's notice, the executives or any persons authorized to resolve the dispute of both Parties will meet at a mutually acceptable time and place, and hereafter as often as they reasonably deem necessary, to attempt to amicably resolve the dispute in good faith. All reasonable requests for information made by one Party to the other will be honoured. All negotiations pursuant to this clause are confidential. If the Parties continue to be unable to resolve the dispute within fifteen (15) U.A.E business days from the first meeting, either Party may initiate arbitration in accordance with the provisions of the clause 15.3 below.

15.3 Arbitration.

15.3.1 Any dispute arising out of or in connection with the Agreements, including any questions regarding its existence, validity or termination, shall be referred to and shall be conclusively settled via arbitration in accordance with the rules of the Abu Dhabi Commercial Conciliation & Arbitration Centre's Procedural Regulations. The place of arbitration shall be Abu Dhabi. To the extent that the following provisions do not conflict with the rules of the Abu Dhabi Commercial Conciliation & Arbitration Centre's Procedural Regulations, then the Parties agree that the language of arbitration shall be English and the number of arbitrators shall be three.

15.3.2 The arbitration award shall be final and binding upon each of the Parties. Judgment upon the award rendered in favour of ADIA may be entered in any court having jurisdiction or



application may be made to such court for judicial acceptance of the award and an order of enforcement, as the case may be.

15.3.3 Notwithstanding anything in the clause 15.3.1, either Party shall have the right to seek injunctive or other equitable relief from a court of competent jurisdiction that may be necessary to avoid irreparable harm, maintain the status quo or preserve or assist the subject matter of the arbitration.

16. GENERAL PROVISIONS

16.1 Entire Agreement. The Agreements represent the entire understanding and agreement between the Parties hereto relating to the Services described therein and supersedes any and all prior correspondences, communications or agreements, whether written or oral, that may exist between the Parties regarding the same.

16.2 Assignment. The Contractor shall not be entitled to assign the benefit of the Agreements or transfer or delegate any of its duties or obligations without the prior written consent of ADIA.

16.3 Amendment. The terms and conditions of the Agreements shall apply to all Services and any variation to these terms and conditions shall have no effect unless expressly agreed in writing by the authorised representatives of each Party. No amendment to the Agreements shall be effective unless with the prior written consent of authorised signatories of both Parties.

16.4 Nature of Relationship. Nothing in the Agreements is intended to or shall operate to create a partnership or joint venture of any kind between the Parties or to authorize either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way, including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power.

16.5 Severability. If any provision of the Agreements is held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder and the whole of the Agreements shall remain in full force and effect and in such case the Parties shall endeavour and negotiate in good faith solely with respect to an acceptable substitute for such provision.

16.6 Notice.

16.6.1 All notices, requests, demands, and other communications to be given under the Agreements ("Notices") shall be in writing and shall be delivered either by hand or mail or fax, or by email. All notices shall be effective on the date received and shall be sent at the following addresses:

For ADIA:

Executive Director
Strategy & Planning
Abu Dhabi Investment Authority
211 Corniche Road
Abu Dhabi- United Arab Emirates
PO Box 3600
Tel +9712-415-0000

For the Contractor

Andrew Walton
Senior Managing Director
FTI Consulting LLP
200 Aldersgate, Aldersgate Street
London, EC1A 4HD
United Kingdom
Email: Andrew.Walton@FTIConsulting.com
Tel: +4420-3727-1514

16.6.2 Notices shall be deemed to have been given and served,

- (a) if sent by courier, two (2) business days from the time of receipt by the courier, or
- (b) if sent by email, the time the email message was sent as evidenced by the time stamp on the outgoing email message (unless the sender receives a notice to say that the recipient was away or the email message failed to reach its destination in which case the email



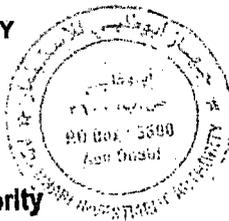
message will be deemed to be sent when the individual returns to the office or when an email message is successfully sent with no error message received).

- 16.6.3 Notwithstanding anything to the contrary in this Agreement, the service in connection with the arbitration proceeding under clause 15.3 shall be perfected by hand or mail (not by email).
- 16.7 **Survival.** The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, or expiration of the Agreements, including but not limited to those rights and obligations of the Parties set forth in the clauses 3. FEES, INVOICES AND TERMS OF PAYMENT, 6. STANDARD OF LIABILITY AND LIMITATION OF LIABILITY, 7. CONTRACTOR'S WARRANTIES AND REPRESENTATIONS 8. INFORMATION AND ASSISTANCE 10. INTELLECTUAL PROPERTY RIGHTS, 11. INDEMNITY BY THE CONTRACTOR, 12. CONFIDENTIALITY AND NO PUBLICITY, 14.4. POST-TERMINATION OBLIGATIONS, 15. GOVERNING LAW AND DISPUTE RESOLUTION, 16. GENERAL PROVISIONS will survive such termination, cancellation or expiration.
- 16.8 **Expenses.** Each Party shall bear their own costs and expenses incurred in connection with the negotiation, preparation and execution of the Agreements.
- 16.9 **Waiver.** No failure or delay in i) exercising any right or remedy; or ii) requiring the satisfaction of any condition under the Agreements, and no course of dealing between the Parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose that it is given and is not to be construed as a waiver on any future occasion or against any other person. To the extent any course of dealing, act, omission, failure or delay in exercising any right or remedy under the Agreements constitute the election of an inconsistent right or remedy, that election does not i) constitute a waiver of any right or remedy; or ii) limit or prevent the subsequent enforcement of any contract provision. No single or partial exercise of any right or remedy under the Agreements precludes the simultaneous or subsequent exercise of any other right or remedy. The rights and remedies of the Parties set forth in the Agreements are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
- 16.10 **Headings.** The headings herein are included for the purposes of convenience only and do not affect the construction or interpretation of any provision of the Agreements.
- 16.11 **Counterparts.** This Agreement may be executed in any number of counterparts, and by the Parties in separate counterparts, which together constitute one single agreement between the Parties.

By signing below, each Party agrees to the terms and conditions of this Agreement.

ABU DHABI INVESTMENT AUTHORITY

By: 
 Authorized Signatory **Saad Rashed AlMuhairi**
 Authorized Signatory
 Date: **Abu Dhabi Investment Authority**



ABU DHABI INVESTMENT AUTHORITY

By: 
 Authorized Signatory
 Date:

FTI Consulting LLP

By: 
 Name: **ANDREW WESTON**
 Title: **SENIOR MANAGING DIRECTOR**
 Date: **7/3/18**

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ADIA REF No.: HR/CONT/KG/0500/18
Term: 21st June 2018 until 3rd March 2019

AMENDMENT NO. 1 TO STATEMENT OF WORK NO. 1 FOR GLOBAL PR SERVICES

This amendment number 01 to Statement of Work No.1 for Global PR services is made and entered into as of 21st day of June 2018 ("Effective Date") by and between:

- (1) **Abu Dhabi Investment Authority**, a public institution established under the laws of the Emirate of Abu Dhabi, United Arab Emirates, with its head office located at 211 Corniche Street, PO Box 3600, Abu Dhabi, United Arab Emirates, hereinafter referred to as "**ADIA**"; and
- (2) **FTI Consulting LLP**, a limited liability partnership duly registered and organized under the laws of England and Wales with its registered office located at 200 Aldersgate, Aldersgate Street, London EC1A 4HD, hereinafter referred to as "**Contractor**".

ADIA and Contractor are hereinafter referred to collectively as "**Parties**" and individually as "**Party**".

WHEREAS:

- (A) The parties entered into Master Services Agreement and Statement of Work No. 1 dated 14th February 2018 (Ref: HR/CONT/KG/0569/17) ("**Agreement**"); and
- (B) In consideration of the promises and mutual covenants contained herein, which the Parties acknowledge and agree are sufficient, the Parties amend the Agreement as follows:
 - 1. Statement of Work No. 1 is hereby deleted in its entirety and replaced with Statement of Work No. 2 as per attached.
 - 2. This Amendment shall be considered as an integral part of the Agreement. Except as amended herein, all terms and conditions in the Agreement shall remain in full force and effect.

Agreed and Accepted:

On behalf of

On behalf of

ABU DHABI INVESTMENT AUTHORITY

FTI CONSULTING LLP

By: _____

By: _____

Name: **Saeed Rashed AlMuhairi**
Authorized Signatory
Authorized Signatory, Abu Dhabi Investment Authority

Name: **ANDREW WALTON**
Title: **SENIOR MANAGING DIRECTOR**

Date:

Date: **25 June 2018**

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ADIA REF No.: HR/CONT/KG/0500/18
Term: 21st June 2018 until 3rd March 2019

Statement of Work No.2

This Statement of Work No. 2 ("**SOW**") is made effective this 21st day of June 2018 ("**SOW Effective Date**") by and between:

- 1) **ABU DHABI INVESTMENT AUTHORITY (ADIA)**, a public institution established under the laws of the Emirate of Abu Dhabi, U.A.E, with its head office located at 211 Corniche Street, PO Box 3600, Abu Dhabi, U.A.E., hereinafter referred to as "**ADIA**"; and
- 2) **FTI Consulting LLP**, a limited liability partnership duly registered and organized under the laws of England and Wales with its registered office located at 200 Aldersgate, Aldersgate Street, London EC1A 4HD, hereinafter referred to as "**Contractor**".

ADIA and Contractor are hereinafter referred to collectively as "**Parties**" and individually as "**Party**".

This SOW incorporates the provisions of the Master Services Agreement dated 14th February 2018 (Ref: HR/CONT/KG/0569/17) ("**Agreement**") and any duly executed amendments thereto and sets forth the specific terms and conditions relating to the scope of Services ("**Services**") and fees arrangements specified in this SOW. To the extent that there are any conflicts between this SOW and the Agreement, this SOW shall prevail. The definitions used in the Agreement shall have the same meaning in this SOW unless expressly stated otherwise.

1. THE SCOPE OF THE SERVICES

- 1.1 The details of the Services to be provided by the Contractor are set out in Appendix A herein.
- 1.2 The Services shall be performed primarily at the Contractor's premises in London, United Kingdom.

2. FEE ARRANGEMENT

- 2.1 **Fees:** The total fees of the Services will be a fixed fee of USD 48,950.00 per month.
- 2.2 **Expenses:**

ADIA shall reimburse all reasonable expenses properly and necessarily incurred by the Contractor in the course of performing the Services in 2018 for up to USD 20,000.00; subject to production of receipts or other appropriate evidence of payment. Such expenses shall only be incurred subject to the written approval of the Strategy and Planning Department in ADIA. In any event, expenses for liquor, tobacco, tips and any telephone calls during hotel stay shall not be reimbursed.

2.3 Payment Structure:

The total fees of the Services will be paid as per invoices submitted on a monthly basis post-delivery and completion of the Services provided in that particular month.

- 2.4 Pursuant to Clause 3 of the Agreement, the Contractor shall submit invoices to ADIA in an electronic format through ADIA's iSupplier Portal for remuneration together with any necessary supporting documents.

3. DURATION AND DELIVERY TIMEFRAME

Subject to the relevant terms and conditions of the Agreement, this SOW shall commence on the SOW Effective Date written above and shall continue in force until 3rd March 2019.

4. POINTS OF CONTACT

The details of the relevant direct points of contact from both Parties are as follows:

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ADIA REF No.: HR/CONT/KG/0600/18
 Term: 21st June 2018 until 3rd March 2019

ADIA	The Contractor
Name: Mr. Euart Glendinning	Name: Mr. Andrew Walton
Email: euart.glendinning@adia.ae	Email: andrew.walton@fticonsulting.com
Tel: +971 2 415 3309	Tel: +44 20 3727 1514

5. REPORTING & MEETING

- 5.1 The Contractor will be responsible for ensuring full reports as per Appendix A will be delivered to ADIA in accordance with the agreed format and timeframes.
- 5.2 At ADIA's discretion, ADIA and the Contractor shall meet on a weekly or bi-weekly basis, as may be decided, to discuss the Services and Deliverables.

6. KEY CONTRACTOR'S PERSONNEL

6.1 The details of the Key Contractor's Personnel are set out below:

- 1. Mr. Andrew Walton, Senior Managing Director, Global Head of Financial Services
- 2. Mr. Jon Earl, Managing Director, Head of Strategic Communications, Middle East

6.2 The Contractor shall not without the prior written consent of ADIA (which shall not be unreasonably withheld or delayed):

- 6.2.1 give notice to terminate, or terminate, the employment of any of the Key Contractor's Personnel listed above other than in accordance with the Contractor's disciplinary procedure;
- 6.2.2 withdraw any Contractor's Key Personnel from, or permit him or her to transfer outside, the performance of the Services; and
- 6.2.3 reduce the proportion of any Key Contractor's Personnel's time devoted to specific skills/responsibilities for performance of the Services.

The Contractor shall notify ADIA of any changes to the Key Contractor personnel due to sudden illness or incapacitation or where such person leaves the Contractor's employment.

In WITNESS WHEREOF, the Parties have signed this Statement of Work on the day above mentioned in two original copies.

ABU DHABI INVESTMENT AUTHORITY

By: 
 Saeed Rashed Al Muhairi
 Authorized Signatory
 Authorised Signatory
 Abu Dhabi Investment Authority

Date:



FTI CONSULTING LLP

By: 
 Name: ANDREW WALTON
 Title: SENIOR MANAGING DIRECTOR
 Date: 21 JUNE 2018

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ADIA REF No.: HR/CONT/KG/0500/18
Term: 21st June 2018 until 3rd March 2019

Appendix A
Scope of Services

1. Scope of Services

ADIA requires the Contractor to provide the following services:

A. Global Communications, Public Relations and Media Relations

As a global investor, ADIA has communications requirements in all major financial markets as well as a large number of developing and emerging markets.

The communications services include:

- **Transaction support:** ADIA will seek the support of the Contractor to proactively manage external interest in relevant ADIA Group transactions to protect ADIA's reputation as a responsible, long term investor. Where ADIA requires 24/7 communications counsel related to high-profile M&A events (e.g. Type-A transactions) that would require the Contractor's resources beyond the normal course of business defined by this Scope of Services, transaction support would be subject to hourly fees, as detailed in Appendix B(ii).
- **Issues management:** Ongoing issues management advice is within the remit of the Contractor. Where ADIA requires 24/7 crisis communications counsel related to high-profile issues that would require the Contractor's resources beyond the normal course of business defined by this Scope of Services, issues management would be subject to hourly fees, as detailed in Appendix B(ii).
- **Interview and feature support and coordination:** Assisting with targeting, arranging and managing media interviews and feature opportunities is part of the Contractor's briefing. Proactively suggesting opportunities for these profiling activities is expected.
- **Digital and social media:** The Contractor's mandate will include providing support for managing ADIA's online profile via digital and social media experts. This will include advice on global best practice and providing support in the production of written materials, as required.

B. Support associated with Senior-Level International Missions

ADIA's Corporate Communication & Public Affairs ("CC&PA") manages a programme of three to five senior-level international missions to countries and regions around the world per year. The Contractor will assist CC&PA in the development of these missions, including:

- **Meeting programme development:** The identification of relevant individuals to target for senior-level meetings with ADIA, including academics, think tanks, regulators, policy makers and experts, corporates and other thought leaders. Once targets are agreed, arranging access to these individuals and diary coordination is also part of the brief.
- **Intelligence gathering:** Producing general market intelligence reports ahead of the missions to be included in briefing packs for attendees.

C. Annual Media Networking Trips

CC&PA undertakes three media relationship-building trips to major markets every year to meet relevant media contacts.

The Contractor will play a key role in these trips, providing recommendations on relevant media targets to meet with, arranging the meetings and running on-the-ground logistics.

D. Ongoing Intelligence & Insights

The Contractor must use its global network to provide ADIA with media, political, regulatory and investment-themed market intelligence on a regular basis. This includes:

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- **Media Insights:** The Contractor will produce briefing notes on media developments and specific journalists relevant to ADIA. This will also include alerting CC&PA to major changes in media outlets around the world, and proactively alerting CC&PA to profiling, interview and editorial opportunities.
- **Political and regulatory insights:** CC&PA requires the Contractor to provide ongoing updates on major political and regulatory developments in major markets. Where ADIA requires dedicated public affairs counsel related to political and/or regulatory scenarios that would require the Contractor's resources beyond the normal course of business defined by this Scope of Services, the delivery of political and regulatory insights would be subject to hourly fees, as detailed in Appendix B(ii).
- **Asset-specific and issues research:** In certain circumstances ADIA works with investment teams to research and develop reputational risk assessments related to specific investments. The Contractor will be required to assist ADIA in the development of briefing documents.

E. Production of Written Materials

The Contractor will be briefed to assist in the production of a range of written materials, including: drafting press releases, assisting with PowerPoint presentations (including formatting and design), developing briefing materials and research papers on a range of topics.

The Contractor will also be responsible for the translation of written materials into Arabic and other languages, as required.

F. Media Monitoring

The Contractor will manage the delivery of media monitoring services to CC&PA. This will include any and all ADIA news and selected peer news in global print, broadcast and social media. This service will include:

- **Daily clippings**
- **Production of weekly news compendium**

2. Geographies

CC&PA and the Contractor must be prepared to support ADIA's investment teams with the services listed above in any market around the world. As a result, the Contractor will provide a truly global reach, either through its own network or a network of affiliates.

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Appendix B

Commercial Terms

(i) Retained Services

Task	Position	Hourly Rate (USD\$)	Hours (monthly)	Rolling monthly total (USD)	Scope
Global Communications, PR and Media	Senior Managing Director	500	2	1000	Providing execution support and counsel on (i) issues management; (ii) interview support and feature coordination (iii) digital & social media advice (excluding transaction support & intense issues management i.e. crises which would be charged at hourly rates)
	Managing Director	400	2	800	
	Senior Director	350	2	700	
	Director	300	0	0	
	Senior Consultant	200	16	3200	
	Consultant	150	16	2400	
	Administration	100	3	300	
				8,400	
Mission Support	Senior Managing Director	500	1.5	750	Providing guidance and access to, and briefing of key senior stakeholders to support ADIA's own identification of targets for up to 5 mission meeting programmes a year (excluding full logistical and coordination support in each market relevant to that mission)
	Managing Director	400	1	400	
	Senior Director	350		0	
	Director	300	2	600	
	Senior Consultant	200	1	200	
	Consultant	150	1.5	225	
	Administration	100		0	
				2,175	
Media Networking Trips	Senior Managing Director	500	0.75	375	Providing guidance and access to, and briefing of key senior journalists in US, UK and Hong Kong/China, including other markets on an ad-hoc basis
	Managing Director	400	0.5	200	
	Senior Director	350		0	
	Director	300	0.25	75	

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	Senior Consultant	200		0	
	Consultant	150		0	
	Administration	100	0.25	25	
					675
Ongoing Intelligence & Insight	Senior Managing Director	500	10	5000	Providing media, political and regulatory insights and asset-specific issues and research through (i) full access to regular client-neutral output across FTI network (ii) ad-hoc requests on market/issue-specific insights (iii) proactive delivery of insights by industry and/or geography (excluding bespoke asset/market-entry due diligence)
	Managing Director	400	10	4000	
	Senior Director	350	12	4200	
	Director	300	12	3600	
	Senior Consultant	200	15	3000	
	Consultant	150	12	1800	
	Administration	100	2	200	
					21,800
Production of Written Materials	Senior Managing Director	500		0	Provide assistance in the production, formatting and design of press releases; presentations, briefing note and research papers; insofar they don't relate to "Ongoing Intelligence & Insights" (excludes Arabic translation which would be charged at per word rate AED1.5-3)
	Managing Director	400		0	
	Senior Director	350		0	
	Director	300	16	4800	
	Senior Consultant	200	8	1600	
	Consultant	150	8	1200	
	Administration	100		0	
					7,600

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Media Monitoring	Senior Managing Director	500		0	Delivery of one daily, English-language editorial media clipping service using an external media monitoring provider (Kantar), and social media analysis service (Crimson Hexagon & Brand watch) - all of which is charged as an outsourced cost, overlaid with manual monitoring, human insight and quality control - all of which is charged on an hourly basis for consultancy time. Includes hours to compile, analyse and quality control weekly compendium on basis of daily reports.
	Managing Director	400		0	
	Senior Director	350		0	
	Director	300		0	
	Senior Consultant	200	8	1600	
	Consultant	150	6	900	
	Administration	100	8	800	
Manual				3300	
Outsourced costs				1500	
Total Monthly Costs				4800	

Media monitoring hours breakdown			
	Daily clippings & social media	Weekly compendium	Monthly aggregate (6 days p/w)
Senior Consultant	0.25	0.5	8
Consultant	0.25		6
Administration	0.25	0.5	8
	TOTAL		22

(ii) **Ad-hoc / On-Demand Professional Services (Out-of-scope services)**

The following rates are for services that are outside the normal course of business defined by the Scope of Services in Appendix A. Any out-of-scope services shall be pre-approved by ADIA's General Services Committee when needed.

Standard hourly rates (preferential rates given retained mandate)	Communications services provided in line with retained mandate but outside of the agreed	Senior Managing Director	\$500.00
		Managing Director	\$400.00
		Senior Director	\$350.00

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	volume/quantity of the scope of work	<i>Director</i>	\$300.00
		<i>Senior Consultant</i>	\$200.00
		<i>Consultant</i>	\$150.00
		<i>Administration</i>	\$100.00
Crisis Communications	Business critical communications services provided in the event of a material crisis impacting ADIA/its portfolio, requiring 24/7 counsel	<i>Senior Managing Director</i>	\$1,000.00
		<i>Managing Director</i>	\$750.00
		<i>Senior Director</i>	\$600.00
		<i>Director</i>	\$450.00
		<i>Senior Consultant</i>	\$400.00
		<i>Consultant</i>	\$250.00
		<i>Administration</i>	\$150.00
M&A	Financial and corporate communications services provided in the event of any acquisition at the direct ADIA or asset/portfolio level	<i>Senior Managing Director</i>	\$1,000.00
		<i>Managing Director</i>	\$750.00
		<i>Senior Director</i>	\$600.00
		<i>Director</i>	\$450.00
		<i>Senior Consultant</i>	\$400.00
		<i>Consultant</i>	\$250.00
		<i>Administration</i>	\$150.00
Public Affairs	Political, regulatory and government affairs services in line with retained mandated but outside of the agreed volume/quantity of the scope of work OR standalone requirements outside of the scope of work	<i>Senior Managing Director</i>	\$600.00
		<i>Managing Director</i>	\$550.00
		<i>Senior Director</i>	\$450.00
		<i>Director</i>	\$400.00
		<i>Senior Consultant</i>	\$350.00
		<i>Consultant</i>	\$250.00
		<i>Administration</i>	\$100.00

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